tended that certain contracts for compounding crimes were sanctioned and authorized by a federal statute, the Supreme Court of Wisconsin refused to recognize the claim. *Wight* v. *Rindskopf*, 43 Wis. 344.

The distinctions made in the English decisions do not seem to rest on a firm natural basis, and the trend of the cases tends to infuse greater uncertainty into this interesting branch of private international law than already exists. The American courts are more positive and certain. One advantage of the English rule would lie in the fact that it removes limitations and widens the scope of comity between independent jurisdictions.

RECENT IMPORTANT DECISIONS

ACKNOWLEDGMENT—WHO MAY TAKE—STOCKHOLDER.—An acknowledgment of a mortgage given to a loan company was taken by the president, who was the chief executive officer and a stockholder in the company and who conducted the negotiations leading up to the loan. *Held*, that the acknowledgment was valid. *Keene Guaranty Savings Bank* v. *Lawrence* (1903), — Wash. —; 73 Pac. 680.

On the question of a stockholder's competency to take an ackowledgment of a deed or mortgage given to the corporation see *Gilbert* v. *Garber* (1903), — Neb. —, 95 N. W. 1030, and *Read* v. *Toledo Loan Co.* (1903), — Ohio —, 67 N. E. Rep. 729, which are commented on in II MICH. LAW REV., p. 138.

AGENCY—NOTICE TO AGENT—LIABILITY OF PRINCIPAL.—The plaintiff, a surety on the bond of C, the local agent of an elevator company, wrote to M, the general manager of the elevator company, in regard to the gambling habits of C and asked M to have C execute a counter bond, with sureties, to the plaintiff. M did as he was directed and sent the bond to the plaintiff. C embezzled the funds of the elevator company and the plaintiff paid the amount of his liability on the bond of C. In an action against the sureties on the counter bond the court instructed the jury that in procuring the counter bond M was plaintiff's agent, and, if M knew at the time of the execution of the bond of the embezzlement of C, such knowledge was imputable to the plaintiff; and that if M failed to disclose to the defendants the embezzlement of C, the defendants, as a matter of law, were not liable. *Held*, error. *Aetna Indemnity Co.* v. *Schroeder* et al. (1903), — N. D. —, 95 Northwestern 436.

The court gives as reasons for the holding: (1) M's interest in the transaction was antagonistic to the interest of the plaintiff In such cases the law does not presume disclosure by the agent to the principal. MECHEM ON AGENCY, § 723; *Wickersham* v. *Chicago Zinc Co.*, 18 Kans. 481, 26 Am. Rep. 784; *American Surety Co.* v. *Paully*, 170 U. S. 133; (2) M was merely a nominal agent, performing ministerial duties for the plaintiff. To such agents the rule of constructive notice does not apply. POMEROY EQ. JURISP., vol. 2, § 668; *Anketel* v. *Converse*, 17 Ohio St. 11, 91 Am. Dec. 115; *Wyllie* v. *Pollen*, 3 DeGex, J. & S., 595; *Hoppock* v. *Johnson*, 14 Wis. 328.

The doctrine that the knowledge of the agent concerning matters within the scope of his authority is imputable to the principal has undergone considerable development. The older rule, which formerly prevailed in England and has found some support in America, was based upon the theory of the legal identity of the principal and the agent, and was limited to knowledge or